

IN THE CIRCUIT COURT OF THE
SECOND JUDICIAL CIRCUIT, IN
AND FOR LEON COUNTY, FLORIDA

LAKE MCBRIDE AREA RESIDENTS'
ASSOCIATION, INC.,

Plaintiff,

v.

CASE NO. 00-1784

LEON COUNTY, a political
subdivision of the State of Florida,

Defendants.

SETTLEMENT AGREEMENT

1. All Storm Water Management Facilities ("SWMFs") in the Lake McBride Basin shall be designed to treat stormwater from subsequently permitted development to meet the Environmental Research and Design ("ERD") stormwater standard, as defined in the ERD Bradfordville Stormwater Study ("BSS") as adopted in Ordinance No. 00-31, dated July 11, 2000. The adoption of said Ordinance by the Leon County Board of County Commissioners was to adopt a standard to protect the aquifer and Lake McBride from increased amounts and rates of stormwater runoff, sediment, and pollutant levels in the stormwater runoff.

2. The County agrees to contract with Dr. Harvey Harper of ERD, or another professional that is mutually agreeable to the parties, within thirty (30) calendar days of execution of this Agreement by all parties to:

- a. develop a testing and monitoring plan to determine whether stormwater

runoff into Lake McBride from all new development, as stated in

Paragraph 1 , meets the requirements of Ordinance No. 00-31; and

- b. perform a peer review and additional analysis, if required, to determine whether or not the existing land development patterns and proposed development within the Lake McBride Basin will, when utilizing Stormwater Management Facility Pond #4, meet the requirements of Ordinance No. 00-31; and
- c. should ERD, or another professional firm that is mutually agreeable to the parties, determine that such treatment standards set forth in Ordinance No. 00-31 will not be met, as described herein, to recommend a plan to Leon County which would correct any deficiencies; and
- d. develop an "Emergency Plan" should Stormwater Management Facility Pond #4 and associated stormwater treatment facilities within the Lake McBride Basin fail to meet the requirements of Ordinance No. 00-31.

During the course of any such studies or contract, the President of the Lake McBride Area Residents Association shall have reasonable access to Dr. Harper, or another professional that is mutually agreeable to the parties, and documents generated by ERD in completing the task set forth in its contract, in implementing this Paragraph.

- 3. The County agrees to implement the recommended plans of Dr. Harper, or another professional that is mutually agreeable to the parties, as set forth in Paragraph #2 above, and to provide a quarterly water quality monitoring report of Lake McBride. The County agrees to make monthly water quality tests in Lake

McBride. It shall be the County's sole responsibility and obligation to determine the location, number, and methodology of any such water quality testing in Lake McBride. All water quality reports generated as a result of this requirement shall be available to the public as a public record.

4. In the event it is determined that the stormwater management facilities (which treat stormwater from subsequently permitted development in the Lake McBride Basin) currently do not meet the requirements of Ordinance No. 00-31, the County will implement the recommended retrofit plan of ERD, or another professional firm that is mutually agreeable to the parties, in accordance with the requirements of said plan.

5. In the event that in the future the stormwater management facilities in the Lake McBride Basin fail to meet the requirements of Ordinance No. 00-31, the County agrees to implement the recommended "Emergency Plan," in accord with said Plan, as referenced in Paragraph 2(d).

6. The County agrees to pay not exceeding Forty-eight Thousand Dollars (\$48,000) in reimbursement to the Lake McBride Area Residents Association, Inc. for expenses incurred by the Lake McBride Area Residents Association, Inc. during litigation in all cases in which it is a party with Leon County. The Lake McBride Area Residents Association, Inc. shall submit verifiable receipts for these claimed expenses prior to any reimbursement from the County.

7. The County agrees to undertake a study to determine the source of the algae bloom on the southeastern corner of Lake McBride; or such study has already been undertaken, to provide the results of said study to the Lake McBride Area Residents

Association, Inc.

8. The Lake McBride Area Residents Association, Inc. acknowledges that the County, at the time of this Settlement Agreement, owns certain property at the southwest corner of Bannerman Road and Thomasville Road, formerly known as the "Lauder Property." This property contains approximately 76 acres. The County agrees that, should it in the future sell said property to a private, non-governmental entity, that it will place certain deed restrictions and covenants upon such conveyance, which restrictions shall run with the land in perpetuity, to implement the so called "vista shed" agreement (which includes no towers and the lake protection, according the Lake McBride Special Development Zone contained in the Sector Plan) strict sediment control protections during any construction, and the landscaping, and development and design standards that have previously been approved by Leon County for all development within the Lake McBride Basin.

9. The County further agrees that should said property described in Paragraph 8, above, be conveyed to a private, non-governmental entity, the County shall restrict in any such deed of conveyance that the 76 acres be restricted to 64 of residential property with a density of 1 unit per 10 acres or less, and the remaining 12 acres be restricted to no greater intensity than commercial zoning, and that a church or other religious facility shall be allowed on a portion of the residential property, provided that the conveyance to any church does not include a cemetery, a day school, an adult congregate living facility, or a nursing home, or similar activity.

10. The parties agree that the Super Lube/Auto Service Center permit on the easterly side of Thomasville Road from the Lauder Property/stormwater Management Facility Pond #4 shall not be affected by this Agreement, and that the Lake McBride Area Residents Association, Inc. further agrees that it shall not challenge any permit issued by the County for said Super Lube/Auto Service Center, nor file any lawsuit or any administrative challenges to the Settlement Agreement entered into between Leon County and the Bradfordville Phipps Limited Partnership Plaintiffs for the parcel of property located on the east side of Thomasville Road, south of old Bradfordville Road and north of Velda Woods Road, including any subsequent deviations or variance which may be granted by the Board or development orders issued to private property owners for the effectuation of said Settlement Agreement between Leon County and the Bradfordville Phipps Limited Partnership.

11. Each party hereto is responsible for its own costs and attorney fees, except as referred to in Paragraph 6, above.

12. The Lake McBride Area Residents Association, Inc. agrees to dismiss the instant case against Leon County with prejudice, and the Lake McBride Area Residents Association, Inc. further agrees to dismiss itself as a party with prejudice from all other litigation in which it is a party, which litigation is pending against Leon County, including all matters in the courts of this State, the Department of Community Affairs, or other forms. In return, Leon County agrees that it shall not seek reimbursement for costs against the Lake McBride Area Residents Association, Inc. as a result of the voluntary dismissal set forth herein.

13. The Parties hereto agree that this Agreement shall be incorporated into a Court Order in Case No. 00-1784, in the Circuit Court for the Second Judicial Circuit of Florida, and that the Court shall retain jurisdiction to enforce the provisions of this Agreement if necessary. In the event that either party hereto finds it necessary to proceed to court to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable costs, including a reasonable attorney fee to be paid to the other party within thirty (30) days of the rendition of the court's decision on any such request. Furthermore, the parties hereto agree that the benefits set forth in this Agreement enure solely to the benefit of the parties hereto and shall not be relied upon, or enure to the benefit of any third party not a part of this Agreement, and any court order adopting same.

Dated this 25th November, of September, 2002.

LAKE MCBRIDE AREA RESIDENTS ASSOCIATION, INC.

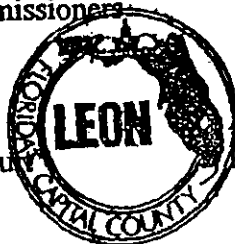
By: Phil Gjerke
President

LEON COUNTY, FLORIDA

By: Tony Grippa
Tony Grippa, Chairman
Board of County Commissioners

ATTEST:

Bob Inzer, Clerk of the Court
Leon County, Florida



APPROVED AS TO FORM:
Leon County Attorney's Office

BY: [Signature]

BY: [Signature]
Herbert W. A. Thiele, Esq.
County Attorney